

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677143

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of Montreal, as Agent		09/20/2021	Bank: CANADA
RECEIVING PARTY DATA			
Name:	Keyes Fibre Corporation		
Street Address:	3715 Chelan Highway		
City:	Wenatchee		
State/Country:	WASHINGTON		
Postal Code:	98801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2543876	EURO TRAYS	
Registration Number:	763302	KEYES	
Registration Number:	760487	KEYES	
Registration Number:	2671853	KEYES	
Registration Number:	759854	FUL-VUE	
Registration Number:	408909	KYS	
Registration Number:	408864	KYS	
Registration Number:	2782255	MARK VI	
Registration Number:	1565981	SPRING CUSHION	
Registration Number:	2293520	SUPER POCKET	
Registration Number:	3690791	THE ORIGINAL GREEN COMPANY	
CORRESPONDENCE DATA			
Fax Number:	8888295817		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	888-829-5819		
Email:	john.cunningham@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 S. LaSalle		
Address Line 2:	Suite 814		

OP \$290.00 2543876

Address Line 4: Chicago, ILLINOIS 60604	
NAME OF SUBMITTER:	Gregory T. Pealer
SIGNATURE:	/Gregory T. Pealer/
DATE SIGNED:	09/27/2021
Total Attachments: 5 source=Executed - Release of Trademarks (Keyes Fibre) 4833-3942-2455 v4#page1.tif source=Executed - Release of Trademarks (Keyes Fibre) 4833-3942-2455 v4#page2.tif source=Executed - Release of Trademarks (Keyes Fibre) 4833-3942-2455 v4#page3.tif source=Executed - Release of Trademarks (Keyes Fibre) 4833-3942-2455 v4#page4.tif source=Executed - Release of Trademarks (Keyes Fibre) 4833-3942-2455 v4#page5.tif	


RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): Bank of Montreal, as Agent <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other Bank _____ Citizenship (see guidelines) <u>Canada</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>Keyes Fibre Corporation</u> Street Address: <u>3715 Cheilan Highway</u> City: <u>Wenatchee</u> State: <u>Washington</u> Country: <u>U.S.</u> Zip: <u>98801</u> <input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)
3. Nature of conveyance/Execution Date(s) : Execution Date(s) <u>September 20, 2021</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>RELEASE</u>	

4. Application number(s) or registration number(s) and identification or description of the Trademark.	
A. Trademark Application No.(s) Text None	B. Trademark Registration No.(s) See Schedule A attached hereto. Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):	

5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Gregory T. Pealer</u> Internal Address: <u>Chapman and Cutler LLP</u> Street Address: <u>111 West Monroe Street</u> City: <u>Chicago</u> State: <u>Illinois</u> Zip: <u>60603</u> Phone Number: <u>312-845-2955</u> Docket Number: <u>4123113</u> Email Address: <u>pealer@chapman.com</u>	6. Total number of applications and registrations involved: 11 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____ <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed 8. Payment Information: Deposit Account Number _____ Authorized User Name _____
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9. Signature:  _____, for Chapman and Cutler LLP Signature Gregory T. Pealer, Senior Paralegal Name of Person Signing	September 23, 2021 Date Total number of pages including cover sheet, attachments, and document: 5
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Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Trademark Release”) dated September 20, 2021 by BANK OF MONTREAL (“BMO”) with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors (as defined in the Agreement) (BMO acting as such administrative agent being hereinafter referred to as “Agent”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Agreement (as defined below).

WITNESSETH:

WHEREAS, Keyes Fibre Corporation, a Delaware corporation (“Debtor”), with its mailing address at 3715 Chelan Highway, Wenatchee, WA 98801, and Agent were parties to a certain Trademark Collateral Agreement dated December 23, 2014 between Debtor and Agent which was recorded in the United States Patent and Trademark Office on December 29, 2014 at Reel 005431, Frame 0238 (the “Agreement”), pursuant to which Debtor granted to Agent, for the benefit of the Secured Creditors, a security interest in and to, among other things, the Trademark Property (as defined below); and

WHEREAS, Debtor has requested that Agent terminate, cancel, release and discharge, on behalf of itself and the Secured Creditors, its security interest in the Trademark Property;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:


1. Agent hereby, on behalf of itself and the Secured Creditors, absolutely, unconditionally, and irrevocably:
 - a. terminates, cancels, releases and discharges fully its continuing security interest in and to, all of its right, title and interest, if any, in and to the following property, wherever located:
 - (i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and
 - (ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application and all extensions and renewals thereof, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages (clauses (i) and (ii), together, the “Trademark Property”).

- b. terminates the Agreement and any other agreement under which Debtor has granted Agent or any of the other Secured Creditors, prior to the date hereof, a collateral mortgage, pledge, hypothecation, grant, assignment, lien or security interest in, to and under the Trademark Property; and
 - c. terminates all of Agent's and the other Secured Creditors' right, title and interest in, to and under the Trademark Property.
- 2. Agent hereby authorizes and directs the Commissioner for Trademarks of the United States Patent and Trademark Office to record this Trademark Release.
- 3. At the request and sole expense of Debtor, Agent hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purpose of this Trademark Release.
- 4. This Trademark Release shall be governed by and construed and interpreted in accordance with the laws of the State of New York.
- 5. This Trademark Release may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. This Trademark Release shall be binding upon Agent's and the Secured Creditors' representatives, successors, assigns and transferees and is made in favor of and for the benefit of Debtor and its successors and assigns. This Trademark Release may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original. Unless this Trademark Release states otherwise, any reference to "any" shall mean "any and all" and "or" is used in the inclusive sense of "and/or".
- 6. For the avoidance of doubt, Agent hereby acknowledges and agrees that the Agreement was not, and shall not be construed as, a sale, transfer, conveyance or other assignment of any Trademark Property, but was merely effecting Debtor's, Agent's, and the Secured Creditors' intention to grant Agent, for the benefit of the Secured Creditors, a security interest in and to the Trademark Property.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Agent has caused this Release of Security Interest in Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

BANK OF MONTREAL, as Administrative Agent

By: 
Name: Peter Flaherty
Title: Director

**SCHEDULE A
To
RELEASE OF SECURITY INTEREST IN TRADEMARKS**

MARKS	REG. No.	GRANTED
EURO TRAYS	U.S. Reg. No. 2,543,876	March 5, 2002
KEYES	U.S. Reg. No. 763,302	January 21, 1964
KEYES	U.S. Reg. No. 760,487	November 26, 1963
KEYES & design	U.S. Reg. No. 2,671,853	January 7, 2003
FUL-VUE	U.S. Reg. No. 759,854	November 12, 1963
KYS	U.S. Reg. No. 408, 909	September 5, 1944
KYS & design	U.S. Reg. No. 408,864	August 29, 1944
MARK VI	U.S. Reg. No. 2,782,255	November 11, 2003
SPRING CUSHION	U.S. Reg. No. 1,565,981	November 14, 1989
SUPER POCKET	U.S. Reg. No. 2,293,520	November 16, 1999
THE ORIGINAL GREEN COMPANY	U.S. Reg. No. 3,690,791	September 29, 2009